

Introduction

The Virginia Manufactured Home Lot Rental Act (MHLRA) handbook provides the current text of the Virginia law governing the rental of a parcel of land (within the boundaries of a manufactured home park) for the placement of a manufactured home. The handbook provides guidance to additional sources of information and advice.

The General Assembly initially enacted the MHLRA (Sections 55-248.41 *et seq.* of the Code of Virginia) during 1974. This legislation, which has been amended several times, establishes the rights and obligations of manufactured home park owners/landlords and tenants.

When entering into rental agreements, landlords and tenants may be unaware of important rights and obligations, such as a landlord's right to charge an application fee and the requirements for its return; interest earned on security deposits; and the rights and responsibilities involved in rental agreements. The MHLRA establishes Virginia's legal requirements and limitations on these and other lot rental issues.

The MHLRA contains numerous cross-references to sections of the Virginia Residential Landlord and Tenant Act. Therefore, a copy of the Virginia Residential Landlord and Tenant Act (contained in the Virginia Residential Landlord - Tenant Handbook, which is also available from the Department of Housing and Community Development and on-line at (http://www.dhcd.state.va.us/forms/landlord/L_T_book.pdf) may be needed when reviewing the MHLRA.

Coverage of the Act: The Virginia General Assembly may make amendments to the MHLRA during any year. This handbook includes to the current language of the MHLRA including all amendments made through July 1, 2003.

Where To Get Information And Advice

There are public and private sources of assistance, in addition to the courts, to which landlords and tenants may turn. Many local organizations provide services such as dispute mediation, counseling, and low-cost legal advice. Although only the courts can enforce rights and responsibilities, the following are often able to help resolve disputes or provide basic information:

Virginia Office of Consumer Affairs: This state agency may be able to assist with consumer questions about obtaining a refund of a security deposit and complaints on rental problems. In most cases, however, the MHLRA and the rental agreement specify remedies available for such problems. *Call toll-free 1-800-552-9963 or 804-786-2042.* Also check for local consumer affairs agencies, such as those following:

*Alexandria Office of Consumer Affairs
City Hall
Post Office Box 178
Alexandria, VA 22313
Telephone (703) 838-4350
Fax (703) 838-6426*

*Arlington County Office of Citizen & Consumer Affairs
1 Courthouse Plaza, Suite 310
2100 Clarendon Boulevard
Arlington, VA 22201
Telephone (703) 228-3260
Fax (703) 228-3295*

Fairfax County Department of Communications and Consumer Affairs
12000 Government Center Parkway, Suite 433
Fairfax, VA 22035
Telephone (703) 222-8435
Fax (703) 222-5921*

**Fairfax County maintains a Tenant-Landlord Commission within this office. This office does not conduct telephone counseling but takes written complaints, produces and distributes a tenant and landlord booklet specific to Fairfax County at no cost to consumers.*

*Virginia Beach Division of Consumer Protection
Office of the Commonwealth's Attorney
Judicial Center, Building 10B
2305 Judicial Boulevard
Virginia Beach, VA 23456
Telephone (757) 426-5836
Fax (757) 427-8779*

**Virginia Beach provides counseling to consumers but does not address specific complaints through mediation or intervention.*

The Virginia Fair Housing Office: Any person who believes they have been discriminated against in the rental of a home or a manufactured home lot should contact:

*The Virginia Fair Housing Office
3600 West Broad Street
Fifth Floor
Richmond, Virginia 23230
(804) 367-8530
Toll Free: (888) 551-3247
TDD: (804) 367-9753
Email: FairHousing@dpor.state.va.us*

Legal Aid

The table below provides the name, telephone number and area served of most legal aid societies in Virginia.

LEGAL AID SOCIETIES IN VIRGINIA

Name of Organization	Telephone Number	Areas Served
Blue Ridge Legal Services, Inc.	(540) 433-1830	Cities of Harrisonburg, Staunton, and Waynesboro; Counties of Augusta, Highland, Page, and Rockingham and southern Shenandoah County.
Blue Ridge Legal Services, Inc.	(540) 662-5021	City of Winchester; Counties of Clarke, Frederick, and Warren plus northern Shenandoah County.
Central Virginia Legal Aid Society	(804) 648-1012	City of Richmond, Counties of Charles City, Chesterfield, Hanover, Henrico, New Kent, Goochland and Powhatan.
Charlottesville-Albemarle Legal Aid Society	(800) 763-7323 (804) 977-0553	City of Charlottesville; Counties of Albemarle, Fluvanna, Greene, Louisa and Nelson.
Legal Services of Southwest Virginia, Inc.	(800) 234-2257 (540) 762-5501	City of Norton; Counties of Buchanan, Dickerson, Lee, Russell, Scott, Tazewell and Wise.
Legal Aid Society of New River Valley, Inc.	(800) 468-1366 (540) 382-6157	City of Radford; Counties of Floyd, Giles, Montgomery and Pulaski
Legal Aid Society of Roanoke Valley	(800) 711-0617 (540) 344-2088	Cities of Bedford, Roanoke, and Salem; Counties of Bedford, Botetourt, Craig, Franklin, and Roanoke
Legal Services of Northern Virginia	(703) 684-5566	City of Alexandria
Legal Services of Northern Virginia	(703) 532-3733	County of Arlington
Legal Services of Northern Virginia	(703) 534-4343	City of Falls Church
Legal Services of Northern Virginia	(703) 246-4500	Fairfax City and Fairfax County
Legal Services of Northern Virginia	(703) 777-7450	Loudoun County
Peninsula Legal Aid Center	(800) 944-6624 (757) 827-5078	Counties of Accomack, Gloucester, James City, Mathews, Middlesex, Northampton, York; cities of Hampton, Newport News, Poquoson, Williamsburg
Piedmont Legal Services, Inc.	(540) 463-7334	Cities of Lexington, Covington, Buena Vista and Clifton Forge; Counties of Rockbridge, Bath and Alleghany.

Name of Organization	Telephone Number	Areas Served
Rappahannock Legal Services	(540) 371-1214	City of Fredericksburg, Counties of Caroline, King George, Spotsylvania and Stafford.
Rappahannock Legal Services	(800) 989 3758 (540) 825-3131	Counties of Culpeper, Fauquier, Madison, Orange and Rappahannock
Rappahannock Legal Services	(804) 443-3131	Counties of Essex, King & Queen, King William, Lancaster, Northumberland, Richmond and Westmoreland.
Southside Virginia Legal Services	(804) 862-1100	Cities of Petersburg, Hopewell and Colonial Heights; Counties of Surry, Prince George, Dinwiddie and Charles City.
Southwest Virginia Legal Aid Society, Inc.	(540) 783-8300	Cities of Galax and Bristol; Counties of Smyth, Wythe, Bland, Washington, Grayson and Carroll.
Tidewater Legal Aid Society, Inc.	(757) 627-5423	Cities of Norfolk, Chesapeake, Portsmouth and Virginia Beach.
Virginia Legal Aid Society	(804) 799-3550	Cities of Danville and Martinsville; Counties of Henry, Patrick and Pittsylvania.
Virginia Legal Aid Society	(804) 634-5172	City of Emporia; Counties of Sussex, Brunswick, Greenville and Mecklenburg.
Virginia Legal Aid Society	(804) 392-8108	Counties of Amelia, Prince Edward, Nottoway, Cumberland, Lunenburg, Charlotte, Buckingham and Halifax; and Town of Farmville.
Virginia Legal Aid Society	(804) 476-2136	City of South Boston; County of Halifax
Virginia Legal Aid Society	(804) 846-1326	City of Lynchburg; Counties of Amherst, Appomattox and Campbell
Virginia Legal Aid Society	(757) 539-3441	Cities of Suffolk and Franklin; Counties of Isle of Wight and Southampton.

MANUFACTURED HOME LOT RENTAL ACT

§ 55-248.41. Definitions.

For the purposes of this chapter, unless expressly stated otherwise:

"*Abandoned manufactured home*" means a manufactured home occupying a manufactured home lot pursuant to a written agreement under which the tenant has defaulted in rent or if the landlord has the right to terminate the lease pursuant to § 55-248.33;

"*Landlord*" means the manufactured home park owner, lessor or sublessor, or a manager who fails to disclose the name of such owner, lessor or sublessor as provided in § 55-248.12;

"*Manufactured home*" means a structure, transportable in one or more sections, which in the traveling mode is 8 body feet or more in width or 40 body feet or more in length, or, when erected on site, is 320 or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air-conditioning, and electrical systems contained therein;

"*Manufactured home lot*" means a parcel of land within the boundaries of a manufactured home park provided for the placement of a single manufactured home and the exclusive use of its occupants;

"*Manufactured home park*" means a parcel of land under single or common ownership upon which ten or more manufactured homes are located on a continual, nonrecreational basis together with any structure, equipment, road or facility intended for use incidental to the occupancy of the manufactured homes, but shall not include premises used solely for storage or display of uninhabited manufactured homes, or premises occupied solely by a landowner and members of his family;

"*Owner*" means one or more persons, jointly or severally, in whom is vested (i) all or part of the legal title to the property, or (ii) all or part of the beneficial ownership and right to present use and enjoyment of the premises, and the term includes a mortgagee in possession;

"*Rent*" means payments made by the tenant to the landlord for use of a manufactured home lot and other facilities or services provided by the landlord;

"*Rental agreement*" means any agreement, written or oral, and valid rules and regulations adopted in conformance with § 55-248.17 embodying the terms and conditions concerning the use and occupancy of a manufactured home lot and premises and other facilities or services provided by the landlord; and

"*Tenant*" means a person entitled as under a rental agreement to occupy a manufactured home lot to the exclusion of others.

§ 55-248.42. Written agreement required.

A. All terms governing the rental and occupancy of a manufactured home lot shall be contained in a written agreement which shall be dated and signed by all parties thereto prior to commencement of tenancy. A copy of the signed and dated written agreement and a copy of the Manufactured Home Lot Rental Act (§ 55-248.41 et seq.) or a clear and

simple description of the obligations of landlords and tenants under the Manufactured Home Lot Rental Act shall be given by the landlord to the tenant within seven days after the tenant signs the written agreement. A copy of this chapter, including the full text of those sections of the Virginia Residential Landlord and Tenant Act (§ 55-248.2 et seq.) referenced in § 55-248.48, shall be posted in the manufactured home park. The written agreement shall not contain any provisions contrary to the provisions of this chapter and shall not contain a provision prohibiting the tenant from selling his manufactured home. A notice of any change by a landlord in any terms or provisions of the rental agreement shall constitute a notice to vacate the premises, and such notice shall be given in accordance with the terms of the rental agreement or as otherwise required by law. The agreement shall not provide that the tenant pay any recurring charges except fixed rent, utility charges or reasonable incidental charges for services or facilities supplied by the landlord.

B. In the event any party has a secured interest in the manufactured home, the written agreement or rental application shall contain the name and address of any such party as well as the name and address of the dealer from whom the manufactured home was purchased. In addition, the written agreement shall require the tenant to notify the landlord within ten days of any new security interest, change of existing security interest, or settlement of security interest.

§ 55-248.42:1. Term of rental agreement; renewal; security deposits.

A. A park owner shall offer all current and prospective year-round residents a rental agreement with a rental period of not less than one year. Such offer shall contain the same terms and conditions as are offered with shorter term leases, except that rental discounts may be offered by a park owner to residents who enter into a rental agreement for a period of not less than one year.

B. Upon the expiration of a rental agreement, such agreement shall be automatically renewed for a term of one year with the same terms unless the park operator provides written notice to the tenant of any change in the terms of the agreement at least sixty days prior to the termination date. In the event of an automatic renewal of a rental agreement involving a year-round resident, the security deposit initially furnished by the tenant shall not be increased by the park owner nor shall an additional security deposit be required.

C. Except as limited by subsection B of this section, the provisions of § 55-248.15:1 shall govern the terms and conditions of security deposits for rental agreements under this chapter.

§ 55-248.43. Landlord's obligations.

The landlord shall:

1. Comply with applicable laws governing health, zoning, safety and other matters pertaining to manufactured home parks;
2. Make all repairs and do whatever is necessary to put and keep the manufactured home park in a fit and habitable condition, including, but not limited to, maintaining in a clean

and safe condition all facilities and common areas provided by him for the use of tenants of two or more manufactured home lots;

3. Maintain in good and working order and condition all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances supplied or required to be supplied by him;

4. Provide and maintain appropriate receptacles as a manufactured home park facility, except when door to door garbage and waste pickup is available within the manufactured home park for the collection and storage of garbage and other waste incidental to the occupancy of the manufactured home park, and arrange for the removal of same; and

5. Provide reasonable access to electric, water and sewage disposal connections for each manufactured home lot. In the event of a planned disruption by the landlord in electric, water or sewage disposal services, the landlord shall give written notice to tenants no less than forty-eight hours prior to the planned disruption in service.

§ 55-248.44. Tenant's obligations.

In addition to the provisions of the rental agreement, the tenant shall:

1. Comply with applicable laws affecting manufactured home owners and lessors;

2. Keep and maintain the exterior of his manufactured home and his manufactured home lot as clean and safe as conditions permit;

3. Place all garbage and other waste in the appropriate receptacles, which shall be provided by the tenant when door to door garbage and waste pickup is provided;

4. Use in a reasonable and orderly manner all facilities and appliances in the manufactured home park, and require other persons on the premises with his consent to do so;

5. Conduct himself and require other persons on the premises with his consent to conduct themselves in a manner that will not disturb his neighbors' peaceful enjoyment of the premises;

6. Abide by all reasonable rules and regulations imposed by the landlord; and

7. In the absence of express written agreement to the contrary, occupy his manufactured home only as a dwelling unit.

§ 55-248.44:1. Rent; liability of secured party taking possession of an abandoned manufactured home.

A. A secured party shall have no liability for rent or other charges to a landlord except as provided in this section.

B. In the event a manufactured home subject to a security interest becomes an abandoned manufactured home, notice of abandonment shall be sent by the landlord to the owner, the secured party and the dealer as provided for in § 55-248.6, at the addresses shown in the lease or rental application. The notice of abandonment shall state the amount of rent and the amount and nature of any reasonable charges in addition to rent that the secured party will become liable for payment to the landlord. The notice shall include any rental agreement previously signed by the tenant and the landlord.

C. A secured party who has a security interest in an abandoned manufactured home, and who has a right to possession of the manufactured home under § 8.9-503 or under the

applicable security agreement, shall be liable to the landlord under the same terms as the tenant was paying prior to the accrual of the right of possession, and any other reasonable charges in addition to rent incurred, for the period which begins fifteen days from receipt of the notice of abandonment by the secured party and ends upon the earlier to occur of the removal of the abandoned manufactured home from the manufactured home park or disposition of the abandoned manufactured home under § 8.9-504 or under the applicable security agreement.

D. This section shall not affect the availability of the landlord's lien as provided in § 55-230 et seq. of Chapter 13 of Title 55, nor shall this section impact the priority of the secured party's lien as provided in § 46.2-640.

E. As used in this section, "security interest" shall have the same meaning as the term is defined in § 8.9-201, and "secured party" shall have the same meaning as the term is defined in § 8.9-105.

F. For purposes of this section, "reasonable charges in addition to rent" means any routine maintenance and utility charges for which the tenant is liable under the rental agreement.

G. Any rent or reasonable charges in addition to rent owed by the secured party to the landlord pursuant to this section shall also be paid to the landlord prior to the removal of the manufactured home from the manufactured home park.

H. If a secured party who has a secured interest in an abandoned manufactured home becomes liable to the landlord pursuant to this section, then the relationship between the secured party and the landlord shall be governed by the rental agreement previously signed by the tenant and the landlord unless otherwise agreed, except that the term of the rental agreement shall convert to a month-to-month tenancy. No waiver is required to convert the rental agreement to a month-to-month tenancy. Either the landlord or the secured party may terminate the month-to-month tenancy upon giving written notice of thirty days or more. The secured party and the landlord are not required to execute a new rental agreement. Nothing in this section shall be construed to be a waiver of any rights by the tenant.

§ 55-248.45. Demands and charges prohibited; access by tenant's invitees; purchases by manufactured home owner not restricted; exception; conditions of occupancy.

A. A landlord shall not demand or collect:

1. An entrance fee for the privilege of leasing or occupying a manufactured home lot;
2. A commission on the sale of a manufactured home located in the manufactured home park unless the tenant expressly employs him to perform a service in connection with such sale but no such employment of the landlord by the tenant shall be a condition or term of the initial sale or rental;
3. A fee for improvements or installations on the interior of a manufactured home, unless the tenant expressly employs him to perform a service in connection with such entrance, installation, improvement or sale;

4. A fee, charge or other thing of value from any provider of cable television service, satellite master antenna television service, direct broadcast satellite television service, subscription television service or service of any other television programming system in exchange for giving the tenants of such landlord access to such service; and no landlord shall demand or accept any such payment from any tenants in exchange therefor unless the landlord is himself the provider of the service. Nor shall any landlord discriminate in rental charges between tenants who receive any such service and those who do not. Nothing contained herein shall prohibit a landlord from requiring that the provider of such service and the tenant bear the entire cost of the installation, operation or removal of the facilities incident thereto, or prohibit a landlord from demanding or accepting reasonable indemnity or security for any damages caused by such installation, operation or removal; or
5. An exit fee for moving a manufactured home from a manufactured home park.

B. An invitee of the tenant shall have free access to the tenant's manufactured home site without charge or registration.

C. A manufactured home owner shall not be restricted in his choice of vendors from whom he may purchase his (i) manufactured home, except in connection with the initial leasing or renting of a newly constructed lot not previously leased or rented to any other person, or (ii) goods and services. However, nothing in this chapter shall prohibit a landlord from prescribing reasonable requirements governing, as a condition of occupancy, the style, size or quality of the manufactured home, or other structures placed on the manufactured home lot.

§ 55-248.45:1. Charge for utility service.

Notwithstanding the provisions of § 56-245.3, a park owner who purchases from a publicly regulated utility any electricity, gas, or other utility service for resale to a resident may not charge for the resale of such service an amount that exceeds the actual utility charges to the park owner. There shall be no separate fee imposed on tenants for the reading of utility meters.

§ 55-248.46. Termination of tenancy.

A. Either party may terminate a rental agreement which is for a term of sixty days or more by giving written notice to the other at least sixty days prior to the termination date; however, the rental agreement may require a longer period of notice. Notwithstanding the provisions of this section, where a landlord and seller of a manufactured home have in common (i) one or more owners, (ii) immediate family members, or (iii) officers or directors, the rental agreement shall be renewed except for reasons that would justify a termination of the rental agreement or eviction by the landlord as authorized by this chapter. A landlord may not cause the eviction of a tenant by willfully interrupting gas, electricity, water or any other essential service, or by removal of the manufactured home from the manufactured home lot, or by any other willful self-help measure.

B. If the termination is due to rehabilitation or a change in the use of all or any part of a manufactured home park by the landlord, a 120-day written notice is required to terminate a rental agreement. Changes shall include, but not be limited to, conversion to

hotel, motel, or other commercial use; planned unit development; rehabilitation; demolition; or sale to a contract purchaser. This 120-day notice requirement shall not be waived; however, a period of less than 120 days may be agreed upon by both the landlord and tenant in a written agreement separate from the rental agreement or lease executed after such notice is given and applicable only to the 120-day notice period.

§ 55-248.46:1. Waiver of landlord's right to terminate.

Unless the landlord accepts the rent with reservation, and gives a written notice to the tenant of such acceptance within five business days of receipt of the rent, acceptance of periodic rent payments with knowledge in fact of a material noncompliance by the tenant shall constitute a waiver of the landlord's right to terminate the rental agreement. Except as provided in § 55-243, if the landlord has given the tenant written notice that the rent payments have been accepted with reservation, the landlord may accept full payment of all rent payments and still be entitled to receive an order of possession terminating the rental agreement.

§ 55-248.47. Sale or lease of manufactured home by owner.

The landlord shall not unreasonably refuse or restrict the sale or rental of a manufactured home located in his manufactured home park by a tenant. The landlord shall not prohibit the manufactured home owner from placing a "for sale" sign on or in his home except that the size, placement, and character of all signs are subject to the rules and regulations of the park. Prior to selling or leasing the manufactured home the tenant shall give notice to the landlord, including, but not limited to, the name of the prospective vendee or lessee if the prospective vendee or lessee intends to occupy the manufactured home in that manufactured home park. The landlord shall have the burden of proving that his refusal or restriction regarding the sale or rental of a manufactured home was reasonable. The refusal or restriction of the sale or rental of a manufactured home based exclusively or predominantly on the age of the home shall be considered unreasonable. Any refusal or restriction because of race, color, religion, national origin, familial status, elderliness, handicap, or sex shall be conclusively presumed to be unreasonable.

§ 55-248.48. Other provisions of law applicable.

Sections 55-248.6, 55-248.8, 55-248.9, 55-248.12, 55-248.14, 55-248.15:1, 55-248.17, 55-248.21 through 55-248.33, 55-248.35, 55-248.36, and 55-248.40 of the Virginia Residential Landlord and Tenant Act shall, insofar as they are not inconsistent with this chapter, apply, mutatis mutandis, to the rental and occupancy of a manufactured home lot.

§ 55-248.49. Power of local governments over manufactured home parks.

The governing body of every county, city and town may adopt ordinances to enforce the obligations imposed on landlords by § 55-248.43.

§ 55-248.50. Retaliatory conduct prohibited.

A. Except as provided in this section, or as otherwise provided by law, a landlord shall not retaliate by selectively increasing rent or decreasing services or by bringing or threatening to bring an action for possession after he has knowledge that: (i) the tenant has complained to a governmental agency charged with responsibility for enforcement of a building or housing code of a violation applicable to the premises materially affecting health or safety; (ii) the tenant has made a complaint to or filed a suit against the landlord for a violation of any provision of this chapter; (iii) the tenant has organized or become a member of a tenants' organization; or (iv) the tenant has testified in a court proceeding against the landlord.

B. The landlord shall be deemed to have knowledge of a fact if he has actual knowledge of it; he has received a notice or notification of it; or, from all the facts and circumstances known to him at the time in question, he has reason to know that it exists.

C. Notwithstanding the provisions of subsections A and B of this section, a landlord may terminate the rental agreement pursuant to subsection A of § 55-248.46 and bring an action for possession if:

1. Violation of the applicable building and housing code was caused by lack of reasonable care by the tenant or a member of his household or a person on the premises with his consent;
2. The tenant is in default in rent; or
3. The tenant is in default of a provision of the rental agreement materially affecting the health and safety of himself or others.

§ 55-248.50:1. Eviction of resident.

A manufactured home park owner or operator may only evict a resident for:

1. Nonpayment of rent;
2. Violation of the applicable building and housing code caused by a lack of reasonable care by the tenant or a member of his household or a person on the premises with his consent;
3. Violation of a federal, state or local law or ordinance that is detrimental to the health, safety and welfare of other residents in the park;
4. Violation of any rule or provisions of the rental agreement materially affecting the health, safety and welfare of himself or others; or
5. Two or more violations of any rule or provision of the rental agreement occurring within a six-month period.

§ 55-248.50:2. Right to sell home upon eviction.

A resident who has been evicted from a manufactured home park shall have ninety days after judgment has been entered in which to sell the home or remove the home from the park. Such resident shall be responsible for paying the rental amount and for regular maintenance of the home lot during the period between the date of eviction and the sale of the home or the removal of the home from the park. Such right to keep the manufactured home in the park shall be conditioned upon the payment of all rent accrued prior to the date of judgment and prospective monthly rent as it becomes due. During

such term, a secured party shall be liable for such charges as provided in § 55-248.44:1. The park shall have a lien on the home to the extent such rental payments are not made. Any sale of the home shall be subject to the rights of any secured party having a security interest in the home, and the lien granted to the park under this section shall be subject to any such security interest.

§ 55-248.51. Penalties for violation of chapter.

If the landlord acts in willful violation of §§ 55-248.43, 55-248.45, 55-248.47 or § 55-248.50 or if the landlord fails to provide a written, dated lease, the tenant is entitled to recover from the landlord an amount equal to the greater of either the tenant's monthly rental payment at the time of the violation, or actual damages and reasonable attorney's fees.

§ 55-248.52. Injunctive relief.

The attorney for any county, city or town may file an action for injunctive relief for violations of this chapter.
